

III. Referrals:

1. CCD will encourage Title XIX eligible clients to pursue services available through EPSDT.
2. For children with no alternative resources to meet their medical needs, AFS will refer such children suspected of having a CCS eligible handicapping condition to CCD for diagnosis.

IV. Early and Periodic Screening, Diagnosis and Treatment Program:

AFS, as the state agency responsible for EPSDT, will accept (for screening requirements) diagnostic evaluations meeting EPSDT requirements performed in a CCD clinic within a two year period from the date of referral. CCD will complete a screening form and return it to AFS on clients so affected. CCD will ascertain whether Title V clients eligible for Title XIX have been screened under EPSDT and, if appropriate, make the necessary referrals to AFS or an appropriate provider.

V. Arrangement for Payment or Reimbursement:

1. Payments under this Agreement to CCD or private providers acting on referral from CCD will be made within the rules and regulations including prior authorization of services, under which AFS reimburses providers of medical services for other Title XIX and General Assistance (GA) eligible clients not covered by this Agreement.
2. CCD, and private providers when acting on referral from CCD, agree to provide three competitive quotes on items of durable medical equipment which cost in excess of \$250.00 and for which prior authorization is required or requested by AFS.
3. Diagnostic and treatment services will be provided through CCD clinics and/or private practitioners and institutions.
 - a. Payment for services provided in CCD clinics will be made by AFS for Title XIX or General Assistance (GA) eligible clients to CCD as a cost based provider. (Reference Title 42 CFR, Paragraph 431.615)
 - b. Payment for the services ordered by CCD and provided by private providers will be made by AFS for Title XIX and General Assistance (GA) eligible clients directly to the provider under AFS schedules and regulations. Services which require prior authorization by AFS must be submitted directly to AFS for authorization. Claims for payment will be directly submitted to AFS by the provider.
4. If Title XIX clients have insurance coverage or are covered under some other third party coverage the provider must bill the third party before billing AFS or CCD. When no other third party coverage is available Title XIX will be considered the primary resource for payment of services authorized by CCD.

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SUPERVISOR <u>87-23</u>	ELABORATE DATE <u>7/1/89</u>
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5. Services requiring prior authorization which has been requested by CCD and which will be provided by CCD will not be further reviewed by AFS for medical necessity. AFS will base its prior authorization decision solely on the priority of need for the requested service.

VI. Liaison:

An Interdivisional Coordinating Committee comprised of two representatives each from CCD and AFS is hereby established. This committee will meet as needed to discuss coordination of services and/or to recommend revision of this Agreement. Upon receipt of federally required modifications, or amended federal regulations, this Agreement will be revised to conform as required. The administrator of AFS and the director of CCD will receive copies of minutes of such meetings. AFS and CCD will provide copies of this Agreement to their local branches.

VII. Exchange of Information:

1. In order to achieve maximum case management by CCD of cases eligible for services of both agencies which are party to this Agreement, informal (telephone) and formal (reports and case staffing) procedures will be developed and utilized. Such procedures will not be considered a part of this formal Agreement.
2. Information exchanged between CCD and AFS will be considered to meet confidentiality requirements of both agencies.

VIII. Effective Date, Amendments, and Termination:

This Agreement shall be in effect from July 1, 1989 through June 30, 1991, and will be reviewed annually.

This Agreement may be amended upon mutual written agreement of the parties.

IX. Special Federal Requirements:

The Parties must comply with the relevant parts of 45 CFR Part 74 including:

1. To comply with Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in Department of Labor Regulation 41 CFR Part 60. All subcontracts shall also comply with these provisions.
2. To maintain fiscal records and other records pertinent to this Agreement. All fiscal records shall be maintained pursuant to accepted accounting standards and other records shall be maintained to the extent necessary to clearly reflect actions taken. CCD further agrees to provide access to any books, documents, papers and records of contractor which are pertinent to this Agreement

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and, further, to allow the making of excerpts, transcripts, or performing audits or examinations thereof. Such access shall be freely allowed to state and federal personnel and their duly authorized agents.

All such records shall be retained and kept accessible for three years following final payment and conclusion of all pending matters. All subcontracts shall also comply with these provisions.

In addition, the Parties and their agents, employees and subcontractors shall maintain all client records fully confidential. Such confidential status shall be in compliance with the requirements stated in 45 CFR 205.50 and 42 CFR 431 subpart F.

3. To abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan which was issued in compliance with the Energy Policy and Conservation Act (PL94-165). All subcontracts shall also be in compliance with the foregoing.
4. The sum payable under this Agreement will exceed \$100,000, and CCD hereby provides written assurance that they will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 H) Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15), and further, agrees to promptly report all infractions to the State of Oregon, the Federal Grantor Agency (HCFA), and to the U.S. Environmental Protection Agency. All subcontracts shall also be in compliance with these provisions.

This Agreement may be terminated at any time upon mutual agreement of the Parties or by any party upon providing written notice to all other parties 30 days prior to the date of termination.

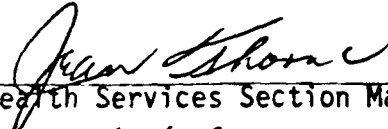
AGREED

Adult and Family Services Division

By 

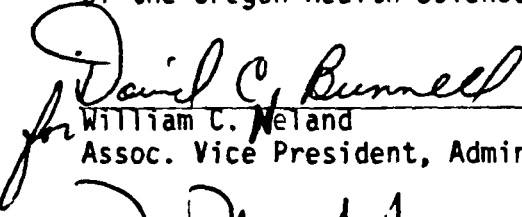
Date 7/10/89

REVIEWED



Health Services Section Manager

Date 7/7/89

STATE OF OREGON, Acting by and Through the
State Board of Higher Education on Behalf
of the Oregon Health Sciences University


for William C. Meland
Assoc. Vice President, Admin. and Finance

6/28/89
Date


David W. Macfarlane, M.D.
Interim Director, Crippled Children's Division

6-27-89
Date


AFS Contract Officer

7/10/89
Date

Budget/Program Authority

Date

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Department of Human Resources

AFS Contract #40013
SSD Contract #40509

ADULT AND FAMILY SERVICES DIVISION

PUBLIC SERVICE BUILDING, SALEM, OREGON 97310

JOINT PROGRAM BETWEEN THE
OREGON VOCATIONAL REHABILITATION DIVISION (VRD)
OREGON ADULT AND FAMILY SERVICES DIVISION (AFS)
SENIOR SERVICES DIVISION (SSD)
AND THE
OREGON CHILDREN'S SERVICES DIVISION (CSD)

AN INTEGRATED ACTION PROGRAM FOR
VOCATIONAL REHABILITATION OF
PUBLIC ASSISTANCE RECIPIENTS

INTRODUCTION

A. Purpose:

The Vocational Rehabilitation Division, Adult and Family Services Division, Senior Services Division and Children's Services Division jointly concur that the fundamental purpose of this agreement is to establish a cooperative working relationship which will take full advantage of each agency's staff, funds and other service resources in rehabilitating the public assistance recipient into suitable employment. The by-product of this effort would be the closure or reduction of the public assistance grants of those disabled persons who have the potential for work contingent upon the provision of comprehensive social and rehabilitative services. The achievement of these goals depends upon staff of each agency working in an organized team effort in planning and providing comprehensive social and rehabilitation services of their common clients.

B. Mutual Objectives of VRD, AFS, SSD and CSD:

1. Develop selection criteria and methods of identifying public assistance recipients who may be suitable candidates for vocational rehabilitation.
2. Establish the mechanisms through which the newly-dependent person may receive prompt rehabilitation services to expedite early rehabilitation into employment.
3. Develop an effective inter-agency operating pattern for coordinating agency services for the optimal vocational rehabilitation and well-being of disabled public assistance clients, in order that they may realize full or partial self-support.
4. Provide sufficient, prompt and high quality vocational rehabilitation, social and health services for persons accepted in the integrated rehabilitation program.

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I. Rehabilitation Goals

For each fiscal year VRD, with the input from AFS, CSD and SSD will accept referrals and provide service to those disabled public assistance recipients who have rehabilitation potential.

II. Clients to be served

- A. Supplemental Security Income (SSI) and/or Medicaid recipients whose payment is based on disability.
- B. Disabled Aid to Families with Dependent Children (AFDC) parents and family members including disabled children over age 17 and in AFDC-Foster Care (FC).

III. Criteria for Selection

The following variables should be jointly considered by VRD, AFS, SSD and CSD in screening Public Assistance Recipients for VRD Services:

- A. Evidence of substantial physical or mental disability which constitutes a handicap to employment.
- B. Reasonable expectation for employment.
- C. Interest in rehabilitation services.
- D. Recent work experience.
- E. Motivation.
- F. Jobs Training.
- G. Special emphasis will be placed on serving new applicants and recipients who have been receiving public assistance for one year or less, with "severe" handicapping condition(s).

IV. Referral Procedures

- A. The primary responsibility for referral to VRD of recipients of public assistance grants rests with the AFS, SSD and CSD.

Screening will occur on criteria based on III. Referral will not be made based only on type of eligibility or MRT recommendation.

- B. The joint screening will be completed by a representative of the referral agency and the VRD counselor. Each Division is responsible for referring clients served by that Division to VRD.
- C. The VRD counselor will visit the local AFS, SSD Unit or Type B, AAA CSD office as agreed at the local level.
- D. The referring agency will complete DHR 224 and will provide available supporting information including social/medical/psychological data.

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V. SERVICES TO BE PROVIDED:

Vocational Rehabilitation Division will:

- A. Evaluate all appropriately referred clients to determine eligibility for vocational services.
- B. Develop and implement rehabilitation plans for eligible clients. All regular VRD services will be made available to these clients, including job placement activities.
- C. Provide such medical and restorative services as determined as appropriate for rehabilitation and not provided by other programs.
- D. Assume responsibility for initiating and maintaining joint planning and service delivery by involving other assigned DHR workers.
- E. Provide periodic written reports on client progress as determined to be useful by local staff.
- F. Provide AFS, CSD, and SSD copies of medical information that may be of assistance to the client in applying for public assistance.
- G. Provide AFS/CSD/SSD with written details for rejection of applications and closures of joint clients through use of the DHR 224 form.
- H. Designate a specific liaison person at the local, regional, and divisional levels for planning and coordinating.
- I. Assess eligibility and refer AFS/CSD/SSD handicapped persons for referral to local JTPA programs. This may be the only service provided to a client referred for this purpose.

2. By Children's Services Division

- A. CSD service workers will be responsible for participating in joint evaluations and for planning and service delivery for families with a child under age 18 in which there are conditions of risk to the child of physical or sexual abuse, child neglect, or there is a serious lack of response by the parents to the child's developmental needs which would result in the child reaching adulthood without adequate preparation to achieve his/her potential for self care.
- B. For referral responsibilities see Section IV.

3. By Adult and Family Services Division

- A. The assigned AFS Workers will be responsible for participating in joint planning and service delivery prior to the development and implementation of a rehabilitation plan for recipients of Public Assistance including all AFDC recipients and

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those persons in adult categories whose assistance payments are the responsibility of AFS. For the SSI disabled applicant/recipient, medical data available through VRD Disability Determination Unit will be a primary source of information.

- B. AFS will provide medical payments as defined in the Title XIX State Plan and are not a result of the formalized (Individual Written Rehabilitation Plan) plan of rehabilitation. This generally means that AFS will be responsible for acute and chronic medical care that would be necessary, independent of any rehabilitation plan. (See Section V-D)
- C. AFS will allow VRD the use of the automatic data processing (ADP) terminals for the purpose of updating VRD records and to secure information contained in the computer files for the purpose of maintaining accurate VRD records.

4. By Senior Services Division

- A. The assigned SSD or Type B AAA Workers will be responsible for participating in joint planning and service delivery prior to the development and implementation of a rehabilitation plan for recipients or public assistance of those persons whose assistance and/or services are the responsibility of SSD/Type B AAA.
- B. SSD referral to Sheltered Workshop program, providing support services and sharing staffings with sheltered workshops and VRD.

5. By Adult and Family Services and Senior Services Divisions

- A. SSD and AFS will provide public assistance payments and food stamps to eligible individuals and/or families.
 - 1. The Public Assistance payment is based on published standards that excludes some VRD payments.
 - 2. The Food Stamp Program originates from the U.S. Department of Agriculture and is administered under contract by AFS. Eligibility for Food Stamps is based on published standards that also exclude some VRD payments. The food stamp benefit is computed separately from the public assistance grant.
- B. AFS or SSD will accept referral of clients from VRD for financial assistance. All AFDC applicants will be referred to AFS.
 - 1. In the case of VRD referrals who are AFDC-Incapacity recipients, (the person meets medical eligibility criteria for ADC-Incapacity established by clinical evidence) an incapacity grant may be continued for the time a client is in a VRD training plan.

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2. Adult categories who are receiving services from SSD or who require SSD services should be referred to SSD/Type B AAA. All other adults should be referred to AFS.

VI. Commitment of Resources

- A. VRD, AFS, SSD And CSD will insure services to this client group.
- B. A joint effort will be made to provide and expand services to this client group by exploring and implementing all feasible methods of increasing services.

VII. The four Divisions, as a team function, will search out and utilize as appropriate, all other available community services in developing social and rehabilitation plans for public assistance recipients.

All handicapped clients who might benefit from Jobs Training and Placement Act service be referred to VRD for screening and referral.

VIII. Target Coverage Area

The principles of this agreement will be carried out on a Statewide basis through a concerted effort of the State and local levels of VRD, AFS, CSD and SSD staff.

IX. Staff Development

An ongoing staff development program will be carried out to assure that the conditions of this agreement are known to Regional and Branch staff of each Division who have responsibility for working with public assistance/vocational rehabilitation clients and to prepare these staff to work effectively with public assistance recipients. Such training should be jointly sponsored and provided. State liaison representatives and others with delegated program responsibility will be available for training assistance to new staff of VRD, AFS, CSD and SSD.

X. Inter-Agency Reporting System

AFS will request from VRD that data which is required and which is available in VRD files. (See Section V-P)

XI. The Parties Mutually Agree:

- A. To adhere to (1) the U.S. Civil Rights Act of 1964, Section 601 which reads, "No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance"; and (2) the United States Rehabilitation Act of 1973, Section 504 which reads "No otherwise qualified handicapped individual in the United States, shall solely, by reason of his handicap, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance".

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3. That the DHR Affirmative Action Program will apply to all services. Page 6

C. To insure that the confidential nature of individual information and records is preserved at all times.

D. That this agreement may be terminated by any Party upon 60 days written notice.

E. That this agreement be annually reviewed during the month of December and may by mutual consent be amended or revised at any time.

F. The parties will comply with the relevant parts of 45 CFR Part 74 including:

(1) The parties agree to comply with Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in Department of Labor Regulation 41 CFR Part 60. All subcontracts shall also comply with these provisions.

(2) The parties shall maintain fiscal records and other records pertinent to this contract. All fiscal records shall be maintained pursuant to accepted accounting standards and other records shall be maintained to the extent necessary to clearly reflect actions taken. They further agree to provide access to those books, documents, papers and records which are pertinent to this Agreement and, further, to allow the making of excerpts, transcripts, or performing audits or examinations thereof. Such access shall be freely allowed to authorized state and federal personnel and their duly authorized agents.

All such records shall be retained and kept accessible for three years following final payment and conclusion of all pending matters. All subcontracts shall also comply with these provisions.

G. That information for program administration purposes may be freely exchanged between the parties.

XII. The Vocational Rehabilitation Division, Adult and Family Services Division, Senior Services Division and Children's Services Division hereby agree to participate in joint planning, exchange of information and utilize as fully as possible the resources available to each agency in order to maximize the potential for rehabilitation for employment of Public Assistance clients. This program will become effective upon the signing of the program plan by the State Administrator of each Division.

XIII. State level liaison representatives for the purpose of assuring the accuracy of this agreement and modifications as need:

For VRD: Program Manager

For AFS: Asst. Manager, Health & Social Services Section

For CSD: Program Consultant

For SSD: Program Operations Manager

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APPROVED:

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Attachment 4.16A, Part 4
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Joil Southwell
Joil Southwell, Administrator
Vocational Rehabilitation Division

Date 5-8-1984

Keith Putman
Keith Putman, Administrator
Adult and Family Services Division

Date 5/24/84

Karen Roach
Karen Roach, Administrator
Children's Services Division

Date 4/29/84

Robert S. Ladd
Richard C. Ladd, Administrator
Senior Services Division

Date 4-13-84

JPV 4-14-84

Reviewed by AFS Contracts Manager

Alma ...
5/21/84
Date

Reviewed by HSS Manager:

Frank ...
May 11, 84
Date

Reviewed by Program Mgr

D. Lichtenberger/pe
5/18/84
Date

Reviewed by SSD Contracts Manager

Debra ...
4-13-84
Date

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